

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2007-CP-02-0122

In The Matter Of:)
The Estate of James Brown)

David G. Cannon, Albert H. Dallas and)
Alford A. Bradley,)

Petitioners,)

vs.)

Robert L. Buchanan, Jr. and Adele J. Pope,)
Personal Representatives of the Estate of)
James Brown.)

Respondents.)

Adele J. Pope and Robert L. Buchanan, Jr.,)
as Personal Representatives of the Estate of)
James Brown, Deceased, and as Trustee of)
the James Brown 200 Irrevocable Trust, and)
James Brown Enterprises, Inc.,)

Plaintiffs,)

vs.)

David G. Cannon, Albert H. Dallas, Judge)
Alford A. Bradley, Joel A. Katz, Greenberg)
Traurig, LLP and Enterprise Bank of South)
Carolina,)

Defendants.)

**AFFIDAVIT OF
ALBERT H. DALLAS**

Civil Action No. 2008-CP-02-0322

**AFFIDAVIT OF
ALBERT H. DALLAS**

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in the State of Georgia, came Albert H. Dallas, who under oath deposes that the following facts are true and correct:

1. I am over eighteen (18) years of age and am fully competent to testify as to the matters contained herein.

2. The information contained in this Affidavit is based upon my personal knowledge.
3. As affiant, I believe the information contained in this Affidavit to be true, complete and accurate.
4. I submit this Affidavit in response to the Motion for Summary Judgment filed by the Respondents named above, and for all other purposes allowed by law.
5. I am admitted to the practice of law in the State of Georgia, having been admitted December 1966 and remain in good standing with the State Bar of Georgia practicing in all Courts in the State of Georgia.
6. I had the pleasure of meeting the late James Brown at a reception honoring former District Attorney of the Augusta Judicial Circuit, Sam Sibley. I was introduced to Mr. Brown in the presence of my wife and daughter and enjoyed polite conversation. On the next day, a Friday, I received a telephone call at my office from Mr. Brown. I advised him that I enjoyed meeting him the previous evening and asked him what I could do for him. He stated that he had checked me out and that he wanted me to represent him. I informed him that I didn't know anything about the entertainment business, and he quickly pointed out to me that he needed a lawyer that he could trust and that he would teach me anything that I needed to know about the entertainment business. This was in the fall of 1984. I stated to Mr. Brown that if he still felt the same way on Monday afternoon about four o'clock, I would come down and sit with him, and we would discuss it. I met with him and we shook hands and I began to handle various matters for him.
7. From my recollection, I recall sending him a typical lawyer's billing invoice for somewhere around \$1,100.00. Several days went past and Mr. Brown called and asked if I would come to his office. I informed him I could. When I arrived and went into his office, he had my statement on his desk. After speaking, he picked up my invoice, and I asked him if there was something wrong. He stated to me that he did not like to receive bills like this. I told him I

didn't know how else to bill whereupon he informed me that he paid in percentages and asked me what I wanted. I didn't know how to answer him, but I did tell him that I certainly would not want as much as a church tithe. He quickly asked me if 5% was satisfactory. I told him yes, we shook hands, and never discussed fees again for the 24 years that I represented him.

8. Many times Mr. Brown would fall behind but would always assure me that he would catch me up. From time to time, Mr. Brown would ascribe to me small percentages of various projects as he did most of the people around him. Mr. Brown always told me that in the entertainment business a man was lucky if he could keep 50% of his gross. "That's the way the industry worked," he said. When Mr. Brown went to prison December 12, 1988, I looked after his affairs without receiving a penny. The amount agreed upon was never questioned by any knowledgeable person, and Mr. Brown decided when I would be compensated. He never questioned my 5% as it was Mr. Brown who set my compensation. Mr. Brown was never hesitant to call me anytime of the day or night. I never refused his call day or night. I never left home that Mr. Brown did not know where or how to reach me.
9. During the last 4 or 5 years, Mr. Brown started to get behind on the amounts owed to me and acknowledged arrearage due to me in the amount of \$549,019.00 payable to me for services rendered as of October 18, 2006. Mr. Brown was a very generous man to those around him, publicly acknowledging their contributions to his incredible success.
10. When I first met Mr. Brown it was not popular to represent him. Mr. Brown had been sold out by the IRS on two occasions and was hard pressed when I first met him. I learned to care deeply for Mr. Brown, and he and I quickly became fast and devoted friends. Not only did we shake hands when we met each other, we hugged each other publicly. I worked unselfishly to resurrect the business of James Brown, devoting myself not only to him but any of his employees or family that needed my assistance. Mr. Brown would call upon me many times beyond the call of duty. I never failed or refused his request.

11. Mr. Brown never complained about any sum of money paid to me and, when he would get behind in paying me, he would promise to catch me up. I never complained because Mr. Brown's word was always good with me. Mr. Brown always promised that he was going to "get me out from behind my desk," whatever that meant. I assumed when Mr. Brown named me Trustee of his Trust that he intended that I devote my time to educating needy and underprivileged children as specified in the Will and Trust. Mr. Brown provided an interest for me in the James Brown Doll, Geronimo Music, and various other productions as he chose, including 5% of his writer's share of music when it is liquidated.
12. No one would dare suggest to Mr. Brown how they were to be paid. You were paid according to his terms and his choosing. That's the way Mr. Brown operated. Mr. Brown called himself the hardest working man in show business and referenced me as the hardest working man in the legal business. I'm sure there are other lawyers who worked harder than I did, but that was Mr. Brown's description of me. Mr. Brown would constantly praise me to his associates, publicly thanking me many times for my efforts in his behalf. The last time was October 16, 2006, when the Augusta Richmond County Coliseum was dedicated and renamed in his honor, and on Tuesday evening of December 20, 2006, I received a phone call from Mr. Brown. He thanked me in detail for the many things I had accomplished for him over the years.
13. I worked tirelessly with former mayor Ed McIntyre, former mayor Charles Devaney, former mayor Bob Young, all mayors of Augusta, Georgia, in seeking recognition and honorariums for Mr. Brown. Those efforts included the naming of James Brown Boulevard, the placing of his life-size statue in the Augusta Commons on Broad Street, and the awarding of a posthumous Doctorate of Humane Letters from Paine University.
14. There was never a day in the past 24 years prior to Mr. Brown's death that I was not somehow about the best interest of my friend and client, James Brown. We went from the outhouse to the White House to the Lincoln Center during my time with him. I served him unselfishly and

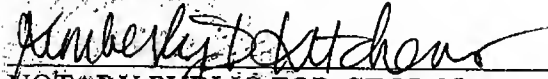
at his direction. My compensation under the hand of James Brown should not be questioned.

While I do not take anything from the music genius of James Brown, his accomplishments included significant contributions from those tirelessly working in his behalf. I was one of those. On November 20, 2007, Judge Early promised me compensation as well as Mr. Bradley only to have Mrs. Pope and Mr. Buchanan deny my compensation. I have never received a dime since Mr. Brown's death, not even reimbursement of a gallon of gasoline. I fail to understand why my claim for compensation has been denied even though the obligation is under the hand and seal of James Brown himself.

FURTHER AFFIANT SAYETH NOT.


Albert H. Dallas

SWORN to before me this
23rd day of April, 2008.


NOTARY PUBLIC FOR GEORGIA
MY COMMISSION EXPIRES: 6/1/2010